

ORDINANCE NO. O21-84

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AN IRRIGATION EASEMENT IN FAVOR OF SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT LOCATED AT THE SOUTHEAST CORNER OF NORTHERN AVENUE AND 87TH AVENUE AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THE ORDINANCE.

WHEREAS, K. Hovnanian Great Western Homes, LLC is the current owner and developer of the real property located at the Southeast corner of Northern Avenue and 87th Avenue; and

WHEREAS, incidental to K. Hovnanian Great Western Homes, LLC's development of said property, an irrigation pipeline and structure owned, operated and managed by the Salt River Project Agricultural Improvement and Power District ("SRP") existing in current Northern Avenue right-of-way owned by the City, as depicted in the attached map and legally described in Exhibit A must be moved; and

WHEREAS, the City is willing to provide SRP with the Irrigation Easement to protect its facilities as attached hereto as Attachment 1.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Council hereby approves granting the SRP Irrigation Easement attached hereto as Attachment 1 and directs and authorizes the City Manager to execute said Easement on behalf of the City.

SECTION 2. That the City Clerk is instructed and authorized to forward a certified copy of this Ordinance and Irrigation Easement for recording to the Maricopa County Recorder's Office.

SECTION 3. That the provisions of this ordinance shall become effective thirty (30) days after passage of this ordinance by the Glendale City Council.

(Signatures on following page)

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 23rd day of November, 2021.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Kevin R. Phelps, City Manager

ATTACHMENT 1

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB10W

P. O. Box 52025

Phoenix, Arizona 85072-2025

IRRIGATION EASEMENT

Maricopa County

Parcel # 87th Ave and Northern- Glendale

NE ¼, SEC. 03, T02N, R01E

Agt.

Job# LJ82895 /

W _____ C _____

R/W #

KNOW ALL MEN BY THESE PRESENTS:

That

CITY OF GLENDALE, ("Grantor"),
an Arizona municipal corporation

FOR AND IN CONSIDERATION OF THE SUM of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to the **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, ("Grantee"), an agricultural improvement district organized and existing under the laws of the State of Arizona, its successors and assigns, for itself and on behalf of the United States of America and as manager of the federal Salt River Reclamation Project, the right, easement and privilege to construct, reconstruct, operate, repair, and maintain an irrigation pipeline and irrigation turnout structure together with all the necessary and appurtenant facilities through, over, under and across the following described property:

Exhibit "A" attached hereto and made by reference a part hereof.

Grantor shall not convey any easements or grant any permits within the easement areas in which the facilities do not comply with the specifications shown in Exhibit B attached hereto and by this reference made a part hereof.

Grantor shall not erect, construct or permit to be erected or constructed any building or other structure, plant any trees, drill any well, install swimming pools, or alter ground level by cut or fill, within the limits of said easement, which do not comply with said Exhibit B.

Grantee shall have the right, but not the obligation, to erect, maintain and use gates in all fences which now cross said easement and to trim, cut and clear away trees or brush whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights hereby granted.

The Grantee shall at all times have the right of full and free ingress and egress to said easement for the purpose heretofore specified.

Grantor and Grantee acknowledge that from time to time Grantee may find it necessary to construct, reconstruct, operate and maintain irrigation facilities and appurtenant conveniences lying within the easement areas.

Grantor shall pay Grantee all costs and expenses of any relocation of the irrigation facilities requested by Grantor, including but not limited to, the relocation of the facilities into the easement area described above. Grantee shall pay all costs and expenses of any relocation of the irrigation facilities requested by Grantee.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purpose herein granted, all rights herein granted shall cease and revert to the Grantors, their heirs or assigns.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, successors in ownership and estate, assigns and lessees of the respective parties hereto.

Notwithstanding any of the aforesaid provisions, the easement rights granted herein shall be further subject to the following covenants, restrictions and conditions:

1. Grantor reserves the right to construct, install, operate, maintain, repair, replace and reinstall surface parking areas, driveways, roadways, sidewalks, curbs and gutters, landscaping, irrigation lines and street lighting on the surface of the easement areas.

2. Grantor reserves the right to construct and install public utilities, and to grant easements and permits for public utility purposes, in, upon, under, over and across the easement areas, subject to compliance with the specifications shown in Exhibit B attached hereto and by this reference made a part hereof.

3. In the event that any repair, maintenance, replacement or installation of the irrigation facilities and appurtenant conveniences will cause a disturbance or a disruption of any public street or paved roadway, Grantee shall notify Grantor, pursuant to existing practices, before Grantee undertakes any such action. In the event of an emergency, Grantee shall have use of any public street or paved roadway as it reasonably deems necessary and appropriate to correct, repair, replace or reconstruct irrigation facilities affected by the emergency and notify Grantor, pursuant to existing practices, as soon as practical after responding to the emergency. Grantee shall provide for advance warning signs, barricades, flagmen, flares, and other devices when necessary to protect the roadway user as set forth in the "Manual on Uniform Traffic Control Devices" and any amendments and/or revisions thereto.

If Grantee performs excavation activities on the easement areas and Grantee damages any improvements of Grantor that are in compliance with Grantor's requirements hereunder, Grantee will promptly restore such improvements to as close to their condition prior to such damage as is reasonably possible at the expense of Grantee

4. Grantor shall warrant and defend the rights, easements and privileges hereby granted and the priority of this easement against all persons whomsoever.

EXHIBIT "A"
LEGAL DESCRIPTION

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT
ASSESSOR PARCEL NUMBER:
SRP AMP WO:
PREPARED BY: GERALD HUGHES
EPS JOB NUMBER: 20-1455
DATE: OCTOBER 11, 2021

An easement lying within a portion of the North Half of Section 3, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at the north quarter corner of Section 3, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, said point being marked by a 3-inch Maricopa County Department of Transportation brass cap in hand hole, from which the northeast corner of said Section 3, said point being marked by a 3-inch Maricopa County Department of Transportation brass cap in hand hole, bears South 89 degrees 57 minutes 30 seconds East, 2,591.88 feet (basis of bearings);

thence along the north line of the Northeast Quarter of said Section 3, South 89 degrees 57 minutes 30 seconds East, 31.66 feet;

thence South 0 degrees 02 minutes 30 seconds West, 40.00 feet to the **POINT OF BEGINNING**;

thence South 44 degrees 16 minutes 51 seconds East, 18.07 feet;

thence South 45 degrees 43 minutes 09 seconds West, 17.28 feet;

thence North 89 degrees 57 minutes 30 seconds West, 18.38 feet;

thence North 44 degrees 16 minutes 51 seconds West, 31.01 feet;

thence North, 2.82 feet;

thence South 89 degrees 57 minutes 30 seconds East, 39.78 feet to the **POINT OF BEGINNING**.

Said **easements** contain an area of 914 square feet or 0.0210 acres, more or less.

END OF DESCRIPTION

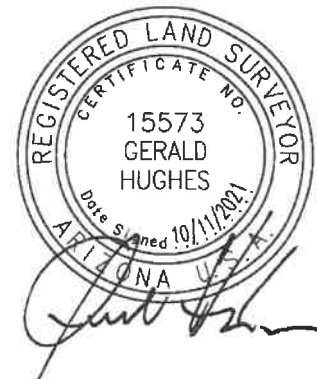
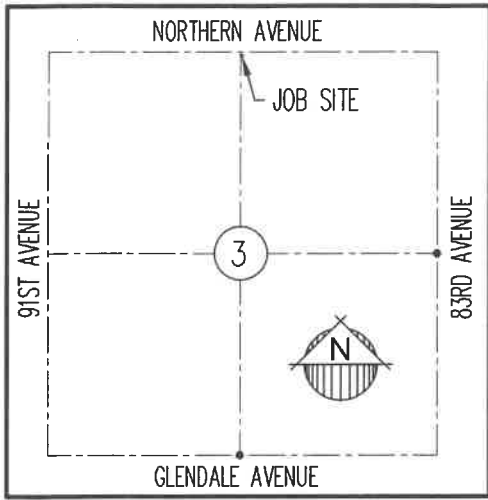
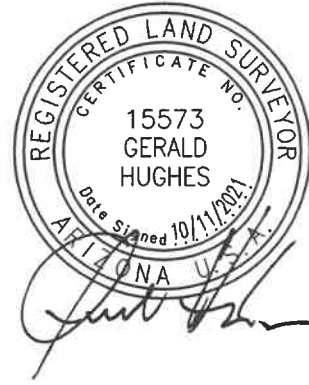


EXHIBIT "A"



VICINITY MAP (NTS)
T2N, R1E G&SRM



LEGEND

- SECTION LINE
- RIGHT-OF-WAY LINE
- EXISTING EASEMENT AS NOTED
- EASEMENT AREA
- SECTION CORNER AS NOTED

ABBREVIATION TABLE

- APN ASSESSOR'S PARCEL NUMBER
- M.C.R. MARICOPA COUNTY RECORDS
- NTS NOT TO SCALE
- R/W RIGHT-OF-WAY
- M.C.D.O.T. MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION

LINE TABLE

LINE	BEARING	LENGTH
L1	S44°16'51"E	18.07'
L2	S45°43'09"W	17.28'
L3	N89°57'30"W	18.38'
L4	N44°16'51"W	31.01'
L5	N00°00'00"E	2.82'
L6	S89°57'30"E	39.78'

20-1455

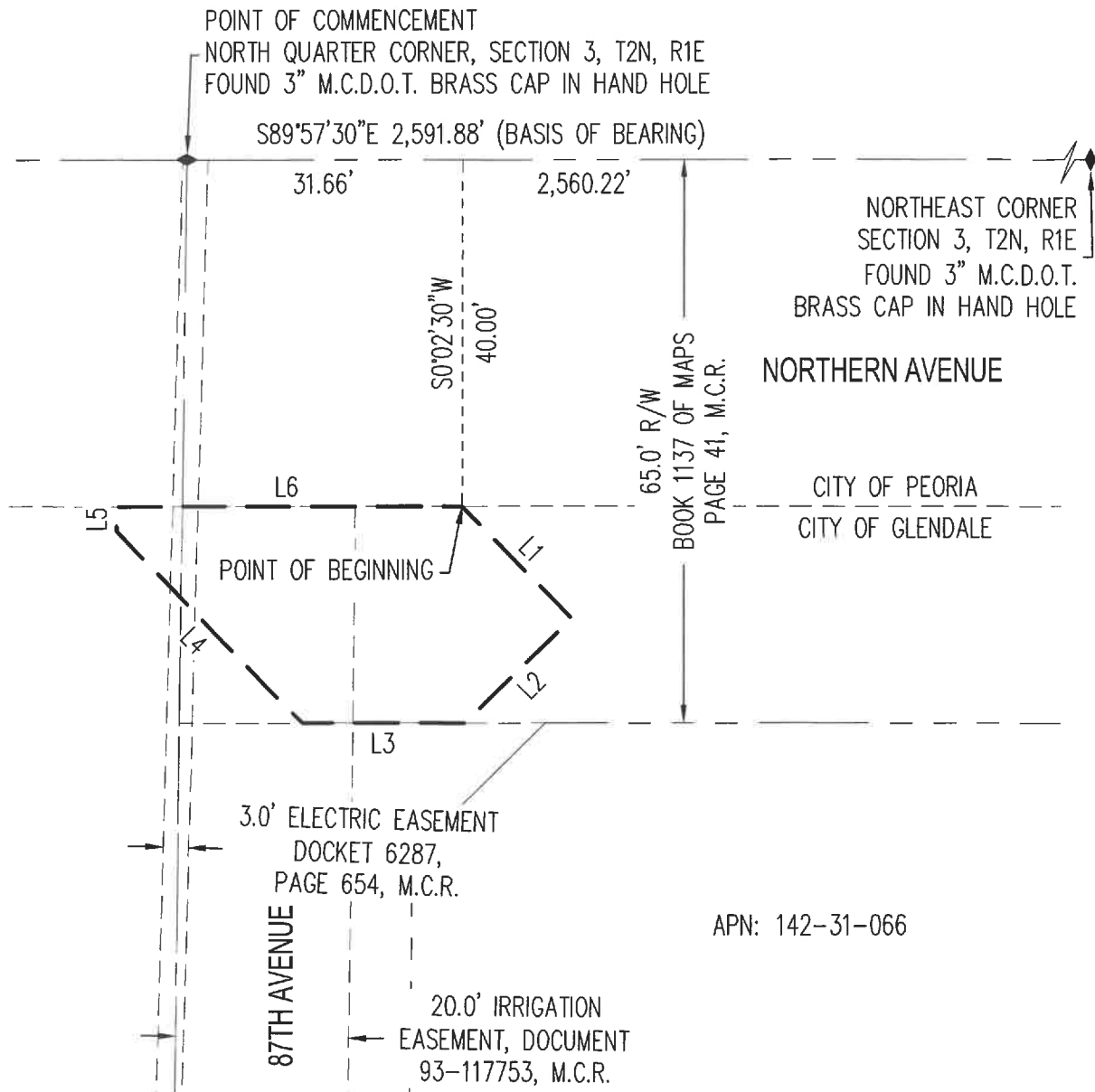


SALT RIVER PROJECT AGRICULTURE IMPROVEMENT & POWER DISTRICT

SRP JOB NUMBER:	SCALE: NTS
AMP W/O NUMBER:	SHEET: 2 OF 3
AGENT:	SHEET SIZE: 8.5" X 11"
DRAWN: A.G.	REVISION:
CHECKED BY: G.H.	CREW CHIEF:
DATE: 10/11/21	FIELD DATE:

City of Glendale
Section 3 T.2N, R.1E

EXHIBIT "A"



SALT RIVER PROJECT
AGRICULTURE IMPROVEMENT & POWER DISTRICT

SRP JOB NUMBER:	SCALE: 1" = 20'
AMP W/O NUMBER:	SHEET: 3 OF 3
AGENT:	SHEET SIZE: 8.5" X 11"
DRAWN: A.G.	REVISION:
CHECKED BY: G.H.	CREW CHIEF:
DATE: 10/11/21	FIELD DATE:

City of Glendale
Section 3 T.2N, R.1E

EXHIBIT B

(PAGE 1 OF 2)

REV NO.	DATE
7	10/26/20

DWG REFERENCED FROM ORIGINAL WES-ROWGUIDE

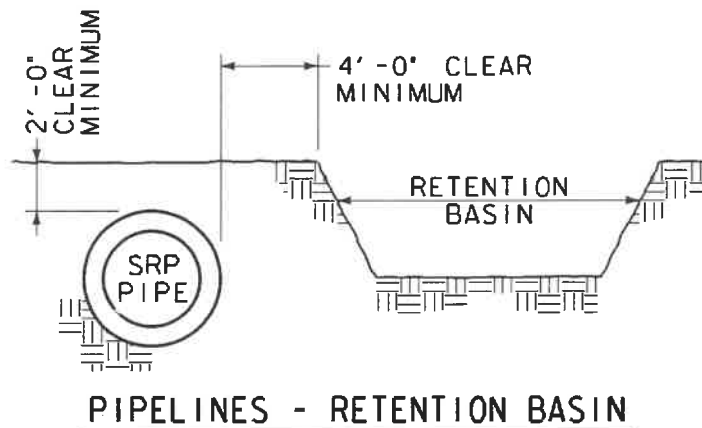
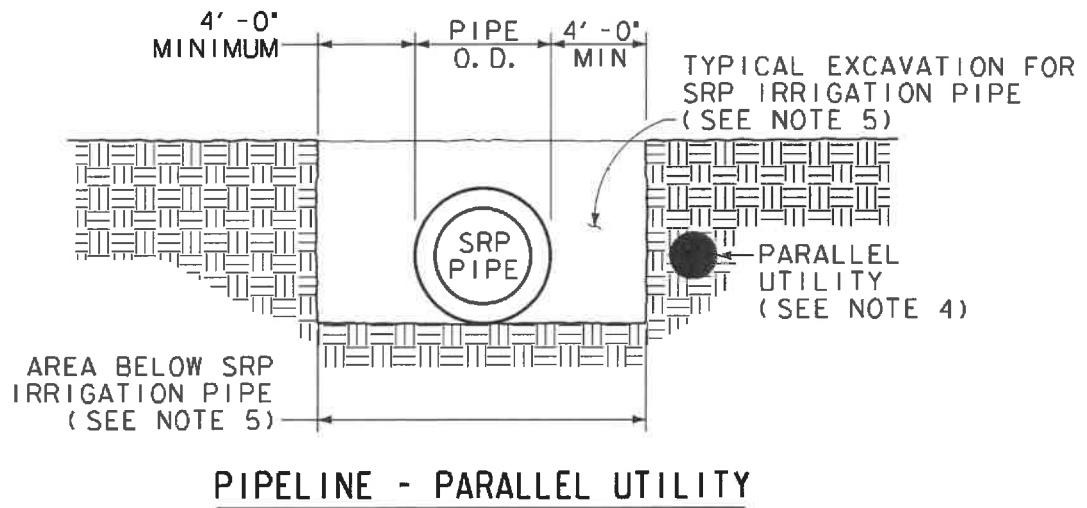
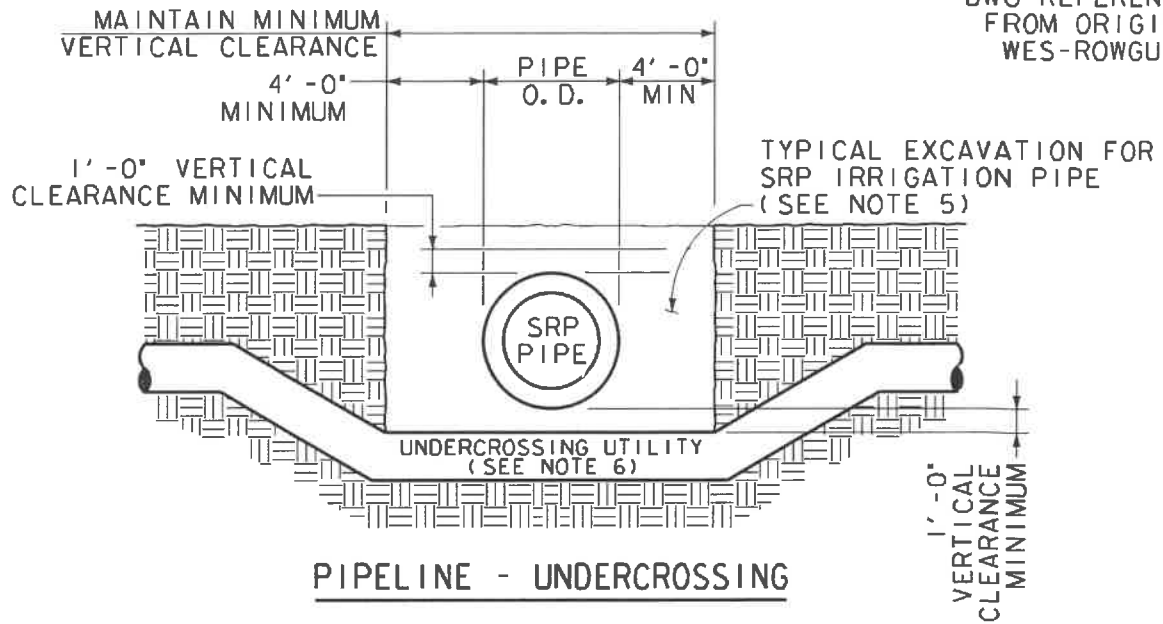
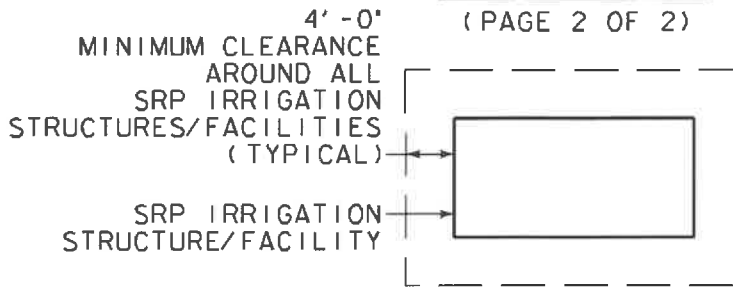


EXHIBIT B

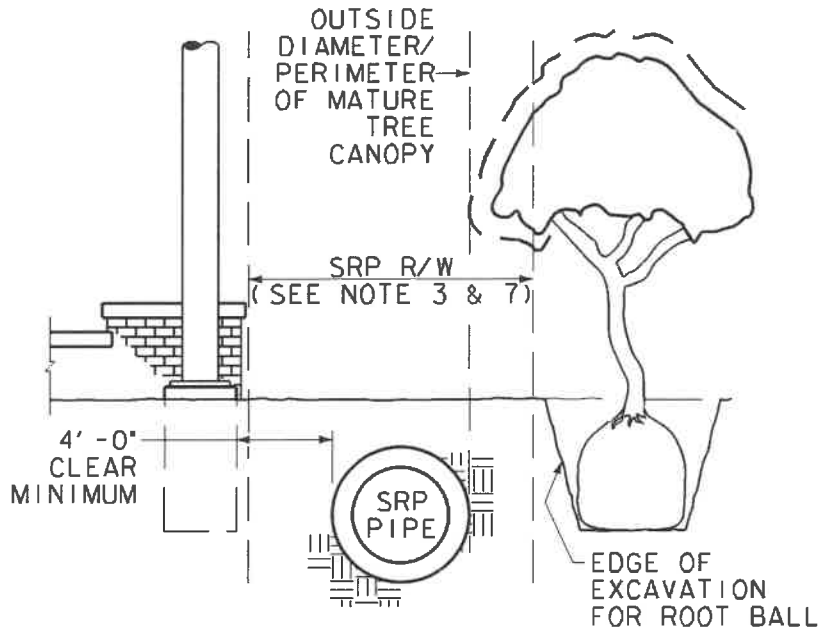
(PAGE 2 OF 2)

REV NO.	DATE
7	10/26/20

DWG REFERENCED
FROM ORIGINAL
WES-ROWGUIDE



IRRIGATION STRUCTURE/FACILITY CLEARANCE



PIPELINES - LANDSCAPING

NOTES

1. THESE GUIDELINES ARE PROVIDED AS A GENERAL AID TO PLANNING. ACTUAL SRP REQUIREMENTS MAY VARY BASED ON SITE-SPECIFIC CONDITIONS, OPERATIONAL CONSIDERATIONS, ETC.
2. AN SRP LICENSE IS REQUIRED FOR UTILITIES CROSSING/PARALLEL TO SRP IRRIGATION PIPE IN SRP RIGHT-OF-WAY. SRP REQUIRES ENGINEER DESIGNED UTILITY CROSSING/LOCATION AND EXCAVATION PLAN.
3. SRP MAY LICENSE LIMITED USES OF ITS RIGHT-OF-WAY SUCH AS PARKING, SIDEWALK, LAWN, ETC. POLES, STRUCTURES AND TREES ARE TYPICALLY NOT PERMITTED IN SRP RIGHT-OF-WAY. INCLUDE DESIGN DRAWINGS FOR PROPOSED USE WHEN SUBMITTING REQUEST TO SRP FOR LICENSE.
4. UTILITIES PARALLEL TO SRP IRRIGATION PIPE ARE REVIEWED ON A CASE-BY-CASE BASIS. LOCATE PARALLEL UTILITY OUTSIDE OF AREA SRP EXCAVATES WHEN MAINTAINING IRRIGATION PIPE. TYPICAL EXCAVATION INCLUDES AREA ABOVE AND TO EACH SIDE OF SRP IRRIGATION PIPE. SIDE EXCAVATION IS 4' - 0" FROM THE OUTSIDE DIAMETER OF THE SRP IRRIGATION PIPE.
5. OTHER UTILITIES ARE NOT PERMITTED IN THESE AREAS.
6. PRIMARY POWER/ELECTRIC FACILITIES, GAS, AND SEWER, MUST GO UNDER THE SRP IRRIGATION PIPE. OVERCROSSINGS OF TRAFFIC SIGNAL, STREET LIGHT ELECTRICAL FACILITIES, WATER, AND COMMUNICATIONS, ARE ALLOWED UP TO 3" IN CONDUIT AS LONG AS THE 1' - 0" CLEARANCE OVER THE PIPE IS MET.
7. REQUESTS TO INSTALL TREE PLANTERS CAN OCCUR ANYWHERE WITHIN THE SRP R/W LIMITS AND ARE REVIEWED ON A CASE-BY-CASE BASIS.